

**CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
APS-ARTI JOINT VENTURE, LLC**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") initiated a complaint investigation of APS-ARTI Joint Venture, LLC's ("AAJV") establishment located at 1555 King Street, Suite 500 Alexandria, Virginia 22314 on April 19, 2012 and found that AAJV was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and its implementing regulations at 41 C.F.R. Section 60-741. OFCCP notified AAJV of the violations and the corrective actions required in a Notification of Results of Investigation issued on May 29, 2013. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and AAJV enter this contract ("Conciliation Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for AAJV's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if AAJV violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. AAJV agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. AAJV will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. AAJV understands that nothing in this Agreement relieves AAJV of its obligation to fully comply with the requirements of Executive Order 11246, as amended ("E.O. 11246"), Section 503, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. AAJV promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after AAJV submits the final report required in Part IV-1.D, below, unless OFCCP notifies AAJV in writing prior to the expiration date that AAJV has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines AAJV has met all of its obligations under the Agreement.
10. If AAJV violates this Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that AAJV violated any term of the Agreement while it was in effect, OFCCP will send AAJV a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) AAJV will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If AAJV is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. AAJV may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by AAJV of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that AAJV violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. DISABILITY DISCRIMINATION

- A. STATEMENT OF VIOLATION.** OFCCP determined that since at least December 5, 2011, AAJV has discriminated against (b) (7) (c) on the basis of his disability with respect to his compensation, in violation of 41 CFR § 60-741.5(a)(1) and § 60-741.20.
- B. OFCCP'S SPECIFIC FINDINGS.** OFCCP performed a comparative analysis which shows that since December 5, 2011, AAJV gave (b) (7) (c) a less than comparable pay increase than individuals who do not have a disability in the same position at the same location. OFCCP's analysis demonstrates that a disparity in compensation remained even when legitimate factors affecting pay were taken into account. The disparity was caused by AAJV's failure to implement a bona fide seniority, merit, or incentive system. AAJV did not apply merit increases consistently and objectively to all employees.

C. REMEDY FOR AFFECTED COMPLAINANT

AAJV shall cease and desist any discriminating actions against individuals with a disability, and will make the following make-whole remedies:

1) Notice: Within fifteen (15) calendar days of the Effective Date of this Agreement, AAJV will send to (b) (7) (c), via certified mail/return receipt requested, the "Notice to Class Member" attached hereto as Attachment A ("Notice"), the Information Verification and Employment Interest Form attached hereto as Attachment B ("Information Form"), Attachment C ("Release of Claims"), and a postage-paid return envelope.

2) Eligibility: (b) (7) (c) must sign and return the Information Form and Release of Claims to AAJV within thirty (30) days of the postmarked date on the envelope containing the Notice and Information Form to receive the monetary settlement. If (b) (7) (c) receives, but does not return the Information Form and Release of Claims to AAJV within thirty (30) calendar days of the postmarked date on the envelope containing the Notice and Information Form, he will no longer be entitled to a payment under this Agreement.

3) Monetary Settlement (Back pay): AAJV agrees to distribute to (b) (7) (c) Thirty Thousand Dollars (\$30,000.00), (\$29,100.00 in back pay and \$900.00 interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and (b) (7) (c) share of FICA taxes). AAJV will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail (b) (7) (c) an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. AAJV will disburse the monetary settlement within thirty

(30) calendar days of its receipt of (b) (7) (c) completed Information Verification and Employment Interest Form.

4) Employment: If (b) (7) (c) expresses interest in reemployment on his returned Information Verification and Employment Interest Form, within fifteen (15) days AAJV will send (b) (7) (c) a letter via certified mail, return receipt requested, stating that he is invited to apply through the AAJV website for all job vacancies for which he is qualified. The letter will state that he will be fully considered without prejudice consistent with AAJV's selection process as dictated by its federal government contracts.

(b) (7) (c) will be allowed at least two weeks to report for work after receiving a written job offer from AAJV. If (b) (7) (c) accepts AAJV's offer of reemployment, AAJV will provide him with an annual salary that is consistent with current compensation for employees with comparable skills and experience. AAJV will also give (b) (7) (c) all fringe benefits provided to employees in comparable positions, and will restore his original company service date (retroactive seniority), as if he were never laid off. Whether or not (b) (7) (c) accepts an offer of reinstatement from AAJV, all employment records regarding (b) (7) (c) shall be revised to reference a resignation instead of a lay-off.

D. NON-MONETARY REMEDIES: AAJV will ensure that all employees are afforded equal employment opportunities. AAJV agrees to continue or to implement the corrective actions detailed below.

1) Eliminate Discriminatory Compensation Practices: AAJV agrees to immediately cease using any policy or practice which negatively affects the yearly compensation of individuals with a disability.

2) Evaluation: For the Security Manager I position or similar positions AAJV will conduct a study to evaluate whether promotion decisions, performance evaluation ratings, seniority, merit, or incentive systems have a disproportionately negative effect on the compensation of individuals with a disability.

3) Implement Improved Policies: AAJV will develop and write new policies to eliminate all practices that had an adverse effect on the compensation of individuals with a disability.

2. FAILURE TO MAKE REASONABLE ACCOMODATION

A. STATEMENT OF VIOLATION. AAJV failed to make a reasonable accommodation to the known physical or mental limitations of (b) (7) (c) in violation of 41 CFR 60-741.44(d), 60-741.21(f), and 60-741.2(v)(3).

B. OFCCP'S SPECIFIC FINDINGS. OFCCP found that AAJV failed to engage in an informal, interactive process with (b) (7) (c) and failed to consider any of the accommodations recommended by his physician. In addition, AAJV's failure to provide a reasonable accommodation for (b) (7) (c) disability resulted in his involuntary termination on January 3, 2012.

C. REMEDY.

AAJV shall cease and desist any discriminating actions against individuals with a disability.

1. **Written Policy and Procedures:** Within sixty (60) days of the effective date of this Agreement, AAJV will develop, implement, and disseminate a written process for effectively handling reasonable accommodation requests from qualified employees and job applicants with disabilities. This will include identifying and eliminating any equal employment opportunity (EEO) barriers to effective implementation of the process.
2. **Record Keeping and Retention:** Within sixty (60) days of the effective date of this Agreement, AAJV will invite all of its incumbent employees to (1) voluntarily self-identify as having a disability and (2) request a reasonable accommodation, as appropriate. Thereafter, AAJV will extend such invitations to all incumbent employees at least every two (2) years.
3. **Training:** Within ninety (90) days of the effective date of this Agreement, AAJV will spend at least One Thousand Eight Hundred Ninety-Five Dollars (\$1,895.00) to provide training on the policies and procedures implementing Remedies A and B above to all personnel having any responsibility for recruitment, hiring, promotion, layoff, termination, and other personnel actions. AAJV agrees to maintain and produce to OFCCP upon request documentation of the training session(s), to include but not be limited to, sign-in sheets showing printed names, job titles, and signatures of the attendees; agendas showing the subject matter presented; names and job titles/organization of the trainers; the number of hours of training provided; and the cost of the training provided. Such training will be provided on an annual basis. Furthermore, AAJV agrees to ensure that all employees who are promoted or hired into a position, in which they are involved in any way with recruitment, hiring, promotion, layoff, termination, and other personnel actions, are trained within thirty (30) days of their hire or promotion.

3. HARRASSMENT

A. STATEMENT OF VIOLATION. AAJV harassed (b) (7) (c) and allowed the government client to harass him in violation of 41 CFR 60-741.44(e).

B. OFCCP's SPECIFIC FINDINGS. AAJV retaliated against (b) (7) (c) by terminating him after he notified them via e-mail that he was being harassed by the government client.

- C. **REMEDY:** Effective immediately, AAJV will not harass or intimidate anyone, or allow its clients to harass or intimidate anyone, because they have self-identified as a qualified individual with a disability and/or have requested a reasonable accommodation.

PART IV. REPORTS REQUIRED

1. AAJV must submit the documents and reports described below to: Tom G. Wells, District Director of OFCCP, Two Hopkins Plaza Suite 600 Baltimore, Maryland 21201.
 - A. Within ninety (90) calendar days of the Effective Date of this Agreement, AAJV must submit a copy of the written Revised Compensation Policy described in Section III-1.E(3) above.
 - B. Within ninety (90) days of the Effective Date of this Agreement, AAJV must submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions have received training on all new and revised policies, procedures, and programs developed under Part III-1.E of this Agreement. The documentation must include the dates of the training, the names and job titles of all attendees (copy of the sign-in sheets), an outline of the topics discussed during the training (copy of the agenda), and the name and job title of each person who conducted the training, the number of hours of training provided, and evidence that at least One Thousand Eight Hundred Ninety-Five (\$1,895.00) was spent on developing, delivering, and participating in the training.
 - C. AAJV must submit two (2) annual progress reports. The first progress report will be due thirteen (13) months after the Effective Date of this Agreement and must cover the twelve-month period beginning with the Effective Date. The subsequent report must cover the successive twelve-month period, and must be submitted within thirty (30) calendar days after the close of that twelve-month period. AAJV will submit the following in each progress report, as appropriate.
 - 1) A copy of the Notice to Class Member (Attachment A to this Agreement) sent to (b) (7) (c) (first report only or until submitted);
 - 2) A copy of the Information Verification and Employment Interest form (Attachment B to this Agreement) returned by (b) (7) (c) (first report only or until submitted);
 - 3) Documentation of monetary payment to (b) (7) (c) as specified in Section III-1.C. The documentation must include the number and the amount of the check and date the check cleared the bank. AAJV must provide OFCCP with copies of all canceled checks upon request (first report only or until submitted).

- 4) If (b) (7) (c) has expressed interest in reemployment and a position has become available, copies of the written offer of reemployment sent to (b) (7) (c), and (b) (7) (c) written acceptance or rejection of the offer;
 - 5) If (b) (7) (c) accepts AAJV's offer of reemployment, documentation showing evidence of his reinstatement, including his date of return to AAJV, his job title, his salary, and restoration of his fringe benefits and his original company service date and seniority, and a copy of his personnel filing demonstrating that the lay-off has been removed;
 - 6) A copy of AAJV's written process for effectively handling reasonable accommodation requests from qualified employees and job applicants with disabilities;
 - 7) Documentation demonstrating that AAJV has invited all of its incumbent employees to (1) voluntarily self-identify as having a disability and (2) request a reasonable accommodation, as appropriate;
 - 8) A list of any employees who have self-identified as having a disability who also requested a reasonable accommodation;
 - 9) Evidence that AAJV engaged in an interactive process with the employees identified in #(8) above to identify and provide a reasonable accommodation, as appropriate;
 - 10) Documentation demonstrating that all personnel having any responsibility for recruitment, hiring, promotion, layoff, termination, or other personnel actions have been trained in handling reasonable accommodation requests, including sign-in sheets showing printed names, job titles and signatures of the attendees, agendas showing the subject matter presented, names and job titles/organization of the trainers, the number of hours of training provided, and the cost of the training provided; and
 - 11) A summary of the internal review undertaken by AAJV to determine whether any of its policies or practices negatively affects the compensation of individuals with a disability in the Security Manager I position or similar positions. If any policies or practices are identified as having negatively affected the compensation of individuals with a disability, provide copies of the revised policies.
2. AAJV will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires two (2) years after its effective date, or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and APS-ARTI Joint Venture, LLC (d/b/a AAJV).

28 MARCH 2014
Date

(b) (7) (c)

ALLAN MERCER
Chief Operating Officer
APS-ARTI Joint Venture, LLC (AAJV)
Alexandria, Virginia

March 31, 2014.
Date

(b) (7) (c)

MICHELE HODGE
Regional Director
OFCCP/Mid-Atlantic Region
Philadelphia, Pennsylvania

ATTACHMENT A

NOTICE TO CLASS MEMBER

Dear (b) (7) (c):

APS-ARTI Joint Venture, LLC ("AAJV") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Section 503 of the Rehabilitation Act ("Section 503") that OFCCP found during its investigation of your complaint against AAJV's facility at 1555 King Street, Suite 500 Alexandria, Virginia 22314. AAJV has not admitted to any violation of Section 503 and there has not been any adjudicated finding that AAJV violated any laws. OFCCP and AAJV entered into the Agreement to resolve the matter without resorting to further legal proceedings.

Under the Agreement, you are eligible to receive a payment of Thirty Thousand Dollars (\$30,000) (\$29,100.00 in back pay and \$900 interest) (less deductions required by law). Under the terms of the Agreement it may take up to three (3) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims. These forms should be mailed as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

Mr. Jason Talley
Human Resources Manager
APS-ARTI JV, LLC (AAJV)
1555 King Street, Suite 500
Alexandria, Virginia 22314

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims.

In addition to the monetary distribution, you will be eligible for reemployment with AAJV if a position becomes available for which you are qualified. If you are still interested in reemployment with AAJV, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. If you are reemployed, you will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call me at (703) 682-4754, or OFCCP Compliance Officer (b) (7) (c) at (410) 962-(b) (7). Your call will be returned as soon as possible.

APS-ARTI Joint Venture, LLC (AAJV)
Conciliation Agreement
Page 10 of 13

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO
AAJV WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS
NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A
PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

Jason Talley
Human Resources Manager
APS-ARTI JV, LLC (AAJV)

Enclosure: Information Verification and Employment Interest Form
Release of Claims

ATTACHMENT B
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between APS-ARTI JV, LLC ("AAJV") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify AAJV at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in reemployment with AAJV in a position comparable in pay and opportunity to the position you held when you were terminated. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in reemployment at this time.

- Yes, I am still interested in reemployment with AAJV in a position comparable in pay and opportunity to the position I held when I was terminated, should one become available for which I am qualified.
- No, I am not currently interested in reemployment with AAJV in a position comparable in pay and opportunity to the position I held when I was terminated.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Mr. Jason Talley, Human Resources Manager
APS-ARTI JV, LLC (AAJV)
1555 King Street, Suite 500
Alexandria, Virginia 22314

I, _____, certify the above is true and correct.
(print name)

Signature

Date

ATTACHMENT C

**RELEASE OF CLAIMS UNDER SECTION 503 OF
THE REHABILITATION ACT OF 1973, AS AMENDED**

This Release of Claims under Section 503 of the Rehabilitation Act of 1973, as amended ("Release") is a legal document. The document states that in return for APS-ARTI Joint Venture, LLC ("AAJV") paying you money, you agree that you will not file any lawsuit against AAJV for allegedly violating Section 503 of the Rehabilitation Act of 1973 in its compensation of individuals with disabilities. It also says that AAJV does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$30,000.00 (\$29,100.00 in back pay and \$900.00 in interest) (less deductions required by law) by AAJV to me, which I agree is acceptable, I _____ agree to the following:

print name

I.

I hereby waive, release and forever discharge AAJV, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Section 503 of the Rehabilitation Act of 1973, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation and termination as a Security Manager I on the basis of my disability status at any time prior to the date of my signature on this Release.

II.

I understand that AAJV denies that it treated me unlawfully or unfairly in any way and that AAJV entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and termination and to resolve the matter without further legal proceedings in the complaint investigation initiated by OFCCP on April 19, 2012. I further agree that the payment of the aforesaid sum by AAJV to me is not to be construed as an admission of any liability by AAJV.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to AAJV within twenty-five (30) days of the date the envelope containing this Release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from AAJV.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2014.

Signature